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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ORANGE

Assigned for All Purposes
Judge Lee Gabriel

11 RICHARD MCALINDIN)
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14) Plaintiff ,
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16) vs.)
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PLACENTIA-YORBA LINDA UNIFIED)
SCHOOL DISTRICT and DOES 1)
THROUGH 50, INCLUSIVE,)
Defendants.)

CASE NO.: 30-2024-01437850-CU-OE-CJC

- 1) BREACH OF EMPLOYMENT CONTRACT
- 2) BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING
- 3) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
- 4) CONSTRUCTIVE DISCHARGE

DEMAND FOR JURY TRIAL

FACTS COMMON TO ALL CAUSES OF ACTION

- 1. Plaintiff, RICHARD MCALINDIN (hereinafter MCALINDIN) is, and at all times herein mentioned was residing in the County of Orange, State of California.
- 2. The true names and capacities; whether individual, corporate, associate, or otherwise, of defendants named herein as DOES 1 through 50 are unknown to plaintiff. Therefore, plaintiff sues said defendants by such fictitious names, and plaintiff will amend this complaint to show their true names and capacities when the same has been ascertained.

1 3. MCALINDIN is informed and believes and thereon alleges that at all times herein
2 mentioned, Defendant PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT (herein after
3 “PYLUSD”) is an organization established under the laws of the State of California and is properly
4 established licensed to operate in the State of California, County of Orange.

5 4. Plaintiff is informed and believes and based on that information and belief alleges,
6 that each of the defendants designated as a DOE is legally responsible in some manner for the
7 occurrences alleged in this complaint; and unlawfully caused the injuries and damages to Plaintiff
8 as alleged herein.

9 5. At all times mentioned in this complaint, unless otherwise alleged, each defendant
10 was the agent; alter-ego, employee; or co-conspirator of every other defendant; and in doing the acts
11 alleged herein, was acting within the course, scope, and authority of that agency or employment, and
12 in furtherance of the conspiracy and with the knowledge and consent of each of the other defendants.

13 6. At all times relevant herein, MCALINDIN was the Assistant Superintendent for
14 defendant PYLUSD in charge of student services, including student discipline and site guidance.
15 MCALINDIN had a 24 year history of exemplary employee evaluations. MCALINDIN was
16 routinely and consistently told by superiors and colleagues that he was doing superior work.

17 7. The acts that are the subject of this complaint began on or about November 15, 2023.
18 At that time, Dr. Alex Cherniss, Superintendent of PYLUSD, sent individual emails to multiple
19 school principals about student discipline. MCALINDIN was excluded from these emails despite
20 being in charge of student discipline.

21 8. On November 16, 2023, Renee Gray, then Director of Special Education and now
22 Assistant Superintendent of Student Services at PYLUSD, sent an email at the direction of Dr.
23 Cherniss to all principals which instructed that any proposed suspension of a special ed student
24 should no longer go through the site guidance process, which MCALINDIN oversaw. Instead,
25 according to Gray, the proposed suspension should go through Ms. Gray and her special education
26 team. MCALINDIN was excluded from these emails despite being in charge of student discipline
27 and the site guidance process.

1 9. In the afternoon of November 16, 2023, Assistant Superintendent Issaic Gates, who
2 was in charge of Human Resources at PYLUSD, met with MCALINDIN. Mcalindin expressed a
3 concern that Cherniss excluded him from the emails and was making decisions about the process
4 which he oversaw. Gates told MCALINDIN that he would speak with Dr. Cherniss the next day or
5 over the weekend.

6 10. On November 27, 2023, MCALINDIN met with Dr. Cherniss at their regularly
7 scheduled weekly meeting. MCALINDIN asked Dr. Cherniss to include him in his decisions so he
8 would know about, understand, support and implement them. Dr. Cherniss agreed and shook
9 MCALINDIN's hand.

10 11. On November 30, 2023, MCALINDIN attended an elementary school principal
11 meeting led by Dr. Cherniss. During that meeting, Dr. Cherniss informed all principals that the
12 District would no longer follow the site guidance process. MCALINDIN, once again, was not
13 informed of this major policy shift. During that same meeting, Dr. Cherniss stated he "did not care
14 if a student hits, kicks, or punches a staff member. It is a part of their job and it is your job as
15 Principals to make them understand that."

16 12. At a meeting on December 6, 2023, MCALINDIN reported his concerns about
17 this statement to Gates and Nancy Blade, Director of Human Resources, as it expressed a policy
18 permitting physical violence against staff members which violated the collective bargaining
19 agreement with classified and certificated employees as well as laws relating to employee safety in
20 the workplace.

21 13. Subsequent to this reporting, Dr. Cherniss began to engage in acts of additional
22 violations of Board policies and procedures and targeted, harassed and retaliated against
23 MCALINDIN. Said retaliation included but was not limited to Dr. Cherniss having MCALINDIN's
24 colleagues interviewed and emails and other communications of MCALINDIN's scrutinized, in an
25 effort to find MCALINDIN in breach of his contract with PYLUSD. MCALINDIN was never
26 informed that any breach was ever found despite Dr. Cherniss' extensive efforts.

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1 c. If grievances or complaints were lodged regarding MCALINDIN's
2 performance, he would be given written notice and a meaningful opportunity to respond and/or
3 improve.

4 This total employment contract was evidenced by various written documents, oral
5 representations to plaintiff by defendant's agents and employees, and the parties entire course of
6 conduct including the following:

7 a. MCALINDIN is informed and believes and thereon alleges that portions of
8 this contract are embodied in defendant's written policies and discipline procedures:

9 b. There was an established policy within PYLUSD that an employee, such as
10 MCALINDIN, who had performed services as good and faithful employee, would have secure
11 employment tenure with defendant; that an employee such as plaintiff, should any grievance or
12 complaint be lodged against him, would not be demoted, discharged or discipline without good
13 and sufficient cause, and defendant would not arbitrarily or dishonestly attempt to prevent
14 plaintiff from receiving benefits to which she was entitled.

15 Prior to the events giving rise to PYLUSD's breach of contract, MCALINDIN was told
16 by Dr. Cherniss, former superintendent , Board members and colleagues that he was doing a
17 superior job. As a result of these representations, plaintiff came reasonably to expect and to rely
18 on the promise of job security during the contract period.

19 Paragraph 14 of the written contract identified herein set forth conditions for Termination
20 of the agreement during the term of the agreement. Specifically, the agreement stated that "The
21 District indicated it my terminate this agreement for any of the grounds enumerated in California
22 Education Code Sections 44932 or 44933. In the event the District intends to terminate this
23 Agreement for cause during the term of the Agreement, McAlindin shall have the right to receive
24 notice of the reasons for the possible termination and shall be given an opportunity to address the
25 Board regarding the reasons for the termination, prior to the District taking action to terminate
26 the Agreement. McAlindin shall be entitled to counsel, at his own expense, at the conference
27 with the Board to respond to the grounds for McAlindin's possible termination."
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1 Paragraph 14G. provides as follows: “ Unilateral Termination by the District.
2 Notwithstanding any other provision of this Agreement, the District at its sole discretion, shall,
3 upon 45 calendar written notice, have the option of terminating this Agreement for any reason
4 (i.e., without cause or a hearing). If the District elects to terminate the Agreement without cause,
5 it shall pay McAlindin a lump sum payment within 30 days McAlindin’s last day of employment
6 with the District an amount equal to ; (I) the salary of the remainder of the term of the
7 Agreement, or any extension thereof; or (ii) an amount equal to the monthly salary of McAlindin
8 multiplied by 12 months, whichever amount is lesser. The calculation for purposes of the lump-
9 sum payment shall be based upon the rate of salary in effect on the last day of McAlindin’s
10 employment with the District. Upon termination of the Agreement without cause, the District
11 shall continue to pay McAlindin’s health benefits for the remainder of this Agreement, or any
12 extension thereof, not exceed 12 months, or until McAlindin finds other public employment,
13 which ever occurs, first. This provision is intended to comply with requirements governing
14 maximum cash settlement as set forth in Government Code Section 53260, et seq.

15 21. MCALINDIN performed all of his duties as Assistant Superintendent
16 for the PYLUSD.

17 22. When PYLUSD knew that Dr CHERNISS was targeting and harassing
18 MCALINDIN for refusing to endorse statements made in violation of the collective bargaining
19 agreement as well as educational codes for the safety and security of staff, it breached the
20 contract with MCALINDIN.

21 23. When PYLUSD thereafter refused to honor paragraph 14G of it’s written
22 agreement to pay to MCALINDIN the salary through the end of his contract period, it further
23 breached its contract with MCALINDIN.

24 24. As a direct and proximate result of the acts of these Defendants, and
25 each of them, MCALINDIN has suffered damage in an amount according to proof but not less
26 than the sum of \$228,035.00 which would have been due MCALINDIN in accordance with
27 paragraph 14G. of the written contract between the parties.

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**SECOND CAUSE OF ACTION
BREACH OF GOOD FAITH AND FAIR DEALING
(AS TO DEFENDANT PLACENTIA-YORBA LINDA
UNIFIED SCHOOL DISTRICT)**

25. MCALINDIN realleges and reincorporated all paragraphs set forth herein above as though fully set forth herein.

26. Employment contracts contain a covenant of good faith and fair dealing implied by California law, which required, inter alia, the following;

- a. Each party in the relationship must act with good faith towards the other concerning all matters related to the employment contracts;
- b. Each party in the relationship must act with fairness concerning all matters related to the employment contract;
- c. Neither party shall take any action to prevent the other from obtaining the benefits of the employment contract.

27. When PYLUSD allowed Dr. Cherniss to target and harass MCALINDIN, it violated and continues to violate this covenant of good faith and fair dealing. PYLUSD knew that MCALINDIN has been attempting to perform his job to protect the staff to the best of his ability and in accordance with the collective bargaining agreement and laws relating to school safety rules and regulations.

28. As a direct and proximate result, MCALINDIN suffered damages in an amount to be proven at trial.

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**THIRD CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(AS TO ALL DEFENDANTS)**

29. MCALINDIN realleges and reincorporates all paragraphs above of this complaint as though fully set forth herein.

30. Defendant PYLUSD failed to protect MCALINDIN. On December 6, 2023 Dr. Gates, Nancy Blade and David Huff, legal counsel for PYLUSD met with MCALINDIN and informed MCALINDIN the District “was going in a different direction “ without him. Mr. Huff

1 engaged in conversation about payout terms according to MCALINDIN's employment contract.
2 No cause for termination was mentioned in the meeting. On the morning of December 7, 2023
3 Dr. Cherniss met with MCALINDIN and stated that the Board did not want to pay MCALINDIN
4 the funds owed pursuant to the written contract. PYLUSD allowed Dr. Cherniss to investigate
5 and try to dig up information on MCALINDIN to damage his reputation in order to avoid
6 payment pursuant to the contract and establish, if needed, a for "cause" termination.

7 31. In doing the aforementioned, defendant's conduct, and each of them, was
8 intentional, extreme and outrageous, malicious, and done for the purpose of causing
9 MCALINDIN to suffer emotional harm and mental distress, anxiety, and mental anguish.

10 32. As a direct and proximate result of the acts of these Defendants, and each of them,
11 Plaintiff has suffered damage in an amount according to proof.

12 33. As a proximate result of the acts of defendants, and each of them,
13 MCALINDIN plaintiff has suffered physical, severe mental distress including, but not limited to,
14 sleeplessness and anxiety.

15 **CONSTRUCTIVE DISCHARGE**

16 **(AS AGAINST PLACENTIA-YORBA LINDA UNIFIED**

17 **SCHOOL DISTRICT)**

18 34. MCALINDIN realleges and reincorporates all paragraphs above of this complaint
19 as though fully set forth herein.

20 35. PYLUSD, through its superintendent, officers, directors, agents or supervisory
21 employees intentionally created or knowingly permitted working conditions to exist that were so
22 intolerable that a reasonable person in MCALINDIN's position would have had no reasonable
23 alternative except to resign.

24 36. MCALINDIN resigned due to these intolerable conditions.

25 37. During his medical leave, someone else was permanently placed in his position.

26 38. MCALINDIN's requests for communication from HR were ignored.

27 39. MCALINDIN's reports of a hostile work environment were not investigated.
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